IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.41 OF 2002
IN
SUMMARY SUIT NO.3242 OF 2001

Panamax Marketing P.Ltd. ..Plaintiffs

Vs.

Capt.Sanjay Nath ..Defendant

Mr.M.K.Jain for the plaintiffs

Mr.B.G.Saraf for the defendant

CORAM : S.U.KAMDAR, J
DATED : 3RD OCTOBER, 2005

P.C.:

. There is an Indemnity Bond at Ex.A in writing. The claim in the said Indemnity Bond is agreed to be paid within 9 months for the sum of Rs.2.25 lakhs which has to be recovered by the plaintiffs. Defendant has admittedly not paid the said amount. Notice was given. The learned counsel for the defendant states that suit is not maintainable as summary suit. In view of clear cut written agreement to repay the amount within 9 months the question of not suit being not maintainable as summary suit does not arise. There

are no other defences raised by the defendant. In that view of the matter, Summons for Judgment is made absolute. Decree as prayed. Suit as well as Summons for Judgment are disposed of accordingly. Refund of court fee as per rules.